

# Request for Proposal



Missouri Department of Mental Health  
Office of Administration  
Contracts and Procurement Unit  
1706 East Elm Street  
P.O. Box 687  
Jefferson City, MO 65102

RFP # SDA42006007

## Amendment # 2

Outpatient Treatment Services  
for Department of Corrections Clients  
Service Delivery Area - Northwest

Contract Period: **Date of Award through June 30, 2006**

Amendment Issue Date: **December 22, 2005**

Proposals must be received at the above address no later than :

**Revised by Amendment # 1**

**2:00 p.m., January 13, 2006**

For information pertaining to this RFP contact:

Tim Karle, Procurement Officer II

(573) 751-9170

[tim.karle@dmh.mo.gov](mailto:tim.karle@dmh.mo.gov)

Services to be purchased under the  
authority of SDA420 by the  
**DEPARTMENT OF MENTAL HEALTH**  
**DIVISION OF ALCOHOL AND DRUG ABUSE**  
1706 EAST ELM STREET, PO BOX 687  
**JEFFERSON CITY, MO 65102**  
**573-751-4942**

**Potential Offerors are hereby advised that, Attachment A, Paragraph 3.5.3(a) has been revised.**

I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract, as defined herein, shall exist between the offeror and the Department of Mental Health.

The authorized signer of this document certifies that the offeror (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE:

PRINTED NAME AND TITLE:

LEGAL NAME OF ENTITY:

DATE:

MAILING ADDRESS:

CITY:

STATE:

ZIP:

COUNTY:

TELEPHONE:

FAX:

CONTACT PERSON:

CONTACT PERSON E-MAIL ADDRESS:

TAXPAYER ID NUMBER (TIN)

TAXPAYER ID (TIN) TYPE (CHECK ONE)

STATE VENDOR NUMBER (IF KNOWN):

DMH VENDOR NUMBER (IF KNOWN):

\_\_\_ FEIN \_\_\_ SSN

VENDOR TYPE (CHECK ONE)

\_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_ Other

**In accordance with HIPAA regulations, the offeror hereby declares the following status (check one):**

\_\_\_ The offeror is a covered entity.

\_\_\_ The offeror is a business associate.

### NOTICE OF AWARD:

This contract is accepted by the Department of Mental Health as follows:

DEPUTY DIRECTOR FOR ADMINISTRATION, DEPARTMENT OF MENTAL HEALTH

DATE

# Request for Proposal



Missouri Department of Mental Health  
Office of Administration  
Contracts and Procurement Unit  
1706 East Elm Street  
P.O. Box 687  
Jefferson City, MO 65102

**RFP # SDA42006007**

## **Amendment # 1**

**Outpatient Treatment Services  
for Department of Corrections Clients  
Service Delivery Area - Northwest**

Contract Period: **Date of Award through June 30, 2006**  
Amendment Issue Date: **December 15, 2005**

**Proposals must be received at the above address  
no later than :**

**Revised by Amendment # 1**

**2:00 p.m., January 13, 2006**

For information pertaining to this RFP contact:  
Tim Karle, Procurement Officer II  
(573) 751-9170 [tim.karle@dmh.mo.gov](mailto:tim.karle@dmh.mo.gov)

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1706 EAST ELM STREET, PO BOX 687  
**JEFFERSON CITY, MO 65102**  
**573-751-4942**

**Potential Offerors are hereby advised that revisions have been made to RFP # SDA42006007.**

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STATE VENDOR NUMBER (IF KNOWN):

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\_\_\_ FEIN \_\_\_ SSN

VENDOR TYPE (CHECK ONE)

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Individual

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Sole Proprietor

Other

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\_\_\_\_\_ The offeror is a business associate.

### **NOTICE OF AWARD:**

This contract is accepted by the Department of Mental Health as follows:

DEPUTY DIRECTOR FOR ADMINISTRATION, DEPARTMENT OF MENTAL HEALTH

DATE

## Amendment # 1 to RFP # SDA42006007 (Issued December 15, 2005)

1. The closing date and time is changed to 2:00 pm, January 13, 2006.
2. The Pricing Page is revised to add missing prices.
3. Attachment A, paragraph 4.9.4 is deleted.
4. The following information is provided in response to questions received from potential offerors.

\* **Question # 1:**

Part III, Paragraphs 54-57, requires a Standard Means Test (SMT) for all clients. Historically, the SMT was not given to DOC clients. Will this requirement be waived for this new contract?

**Response:**

No. The requirements for the Standard Means Test will remain.

\* **Question # 2:**

Attachment A, Paragraph 4.12.4 states that retesting for confirmation of laboratory results will not be reimbursable. If a DOC client challenges the accuracy of a positive drug test would re-testing be billable since only laboratory testing is admissible/acceptable in court proceedings?

**Response:**

No. The requirements of 4.12.4 will remain.

5. Potential offerors are advised of the following clarifications:
  - a. Per Part IV, paragraph 4.7.6.b, the completion of Exhibit E is intended to identify certain key elements of the offerors method of performance rather than the offerors complete method of performance. Additional narrative that describes the method or manner in which the offeror proposes to satisfy the requirements of the RFP should be included.
  - b. Per Part IV, paragraph 4.7.5.b, the offeror should complete and submit Exhibit C for each key staff person proposed. Copies of resumes, licenses, training certificates and other supporting documentation need not be included in the proposal, but must be provided to the Department upon request.

# Request for Proposal



Missouri Department of Mental Health  
Office of Administration  
Contracts and Procurement Unit  
1706 East Elm Street  
P.O. Box 687  
Jefferson City, MO 65102

**RFP # SDA42006007**

## Outpatient Treatment Services for Department of Corrections Clients Service Delivery Area - Northwest

Contract Period: **Date of Award through June 30, 2006**  
Date of Issue: **December 1, 2005**

**Proposals must be received at the above address  
no later than :**

**2:00 p.m., January 6, 2005**

For information pertaining to this RFP contact:  
Tim Karle, Procurement Officer II  
(573) 751-9170 [tim.karle@dmh.mo.gov](mailto:tim.karle@dmh.mo.gov)

*Services to be purchased under the  
authority of SDA420 by the*  
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1706 EAST ELM STREET, PO BOX 687  
JEFFERSON CITY, MO 65102  
573-751-4942**

Proposals must be delivered in a **sealed** container to the Department of Mental Health, Contracts and Procurement Unit, 1706 Elm, P.O. Box 687, Jefferson City, Missouri 65102. The offeror should print or type the **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package to identify the package as a proposal.

I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract, as defined herein, shall exist between the offeror and the Department of Mental Health.

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VENDOR TYPE (CHECK ONE)

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### NOTICE OF AWARD:

This contract is accepted by the Department of Mental Health as follows:

DEPUTY DIRECTOR FOR ADMINISTRATION, DEPARTMENT OF MENTAL HEALTH

DATE

## **Part I - Introduction and General information**

### **1 INTRODUCTION**

1.1 This document constitutes a request for competitive, sealed proposals for the purchase of alcohol and drug abuse treatment services, as set forth herein.

#### **1.2 Organization**

1.2.1 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Part I – Introduction, General Information and Offeror Requirements
- 2) Part II - Performance Requirements
- 3) Part III - General Contractual Requirements
- 4) Part IV - Proposal Submission and Award Information
- 5) Attachment A (Scope of Work – Outpatient Treatment for Offenders)
- 6) Pricing Page (Outpatient Treatment for Offenders)
- 7) Attachment B (Specific Requirements and Special Conditions)
- 8) Attachment C (Program Menu of Services)
- 9) Attachment D (Service Definitions)
- 10) Attachment E (Implementation Phase Requirements)
- 11) Attachment F (Physician Certification Form)
- 12) Attachment G (MOE Requirements)
- 13) Attachment H (Trauma Services)
- 14) Attachment I (Charitable Choice Notice)
- 15) Attachment J (Treatment Referral Form for DOC Clients)
- 16) Attachment K (Client Services Guidelines)
- 17) Exhibit A (Organization Profile)
- 18) Exhibit B (Prior Experience of Offeror)
- 19) Exhibit C (Expertise of Key Personnel)
- 20) Exhibit D (Personnel Expertise Summary)
- 21) Exhibit E (Method of Performance)
- 22) Exhibit S (Offeror's Site Identification)
- 23) Request for Proposal Terms and Conditions

#### **1.3 Pre-Proposal Conference:**

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held at the Division of Alcohol and Drug Abuse Western District Office, 2600 East 12<sup>th</sup> Street, Kansas City, Missouri, on December 14, 2005 at 10:30 a.m.
- 1.3.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Offerors are strongly encouraged to advise the Contracts Unit, Department of Mental Health, five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

#### **1.4 Background Information:**

- 1.4.1 The Missouri Department of Mental Health, Division of Alcohol and Drug Abuse, provides alcohol and other drug abuse services through a network of community-based contracts.
- 1.4.2 Beginning with the state Fiscal Year 2006 budget, funding for community-based treatment services for offenders under the supervision of the Department of Corrections was transferred to

the Division of Alcohol and Drug Abuse. These two state agencies will collaborate to administer the treatment program.

- 1.4.3 The Division of Alcohol and Drug Abuse currently utilizes its Primary Recovery Plus treatment model across the state. This treatment model is designed to afford greater flexibility in individualizing treatment for clients with substance abuse disorders. Services provided under this contract are adapted from that treatment model.
- 1.4.4 Services provided under this contract will be provided to offenders living in the DOC Northwest Region, Area NW1, which includes the counties listed below:
- Buchanan - District 1 and District 32
  - Andrew - District 32
  - Nodaway - District 40
  - Holt - District 40
  - Gentry - District 40
  - Worth - District 40
  - Atchison - District 40
- 1.4.5 The Department estimates that approximately \$ 223,000, annually, will be available to support contracts awarded from this RFP.
- a. The Department anticipates allocating approximately \$ 92,915 for the period February 1, 2006 through June 30, 2006.
- 1.4.6 The majority of the offenders will reside in, or access services in, Buchanan county. The numbers below reflect the estimated numbers of offenders needing services on an annual basis in the other counties of the service area.
- Holt - 40
  - Gentry - 35
  - Nodaway - 60
  - Worth - 15
  - Atchison - 4
  - Andrew - 20 (*will be able to access services in St. Joseph*)
- a. While the contractor will not be required to establish a physical presence in all listed counties, the contractor must be able to provide treatment for offenders residing in the remote/rural locations of the service area.
- b. The contractor will also provide on-site services to offenders at the Community Supervision Center in St. Joseph, as necessary.

## 1.5 **General Information:**

- 1.5.1 Pursuant to 34.060 RSMo, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.
- 1.5.2 A preference shall be granted to bids for products and/or services manufactured, produced or assembled by nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary & Secondary Education pursuant to section 178.920 RSMo. The bidder should provide evidence of qualifications as described herein (i.e. copy of certificate or certificate number).
- 1.5.3 This is a non-exclusive contract for the purchase of drug and alcohol abuse treatment services for the Missouri Department of Mental Health. The Department reserves the right to purchase services awarded under this contract from alternative sources, if deemed to be in the best interest of the Department.
- 1.5.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## **PART II – PERFORMANCE REQUIREMENTS**

### **2. PERFORMANCE REQUIREMENTS**

#### **2.1 Services Provided**

- 2.1.1 The contractor shall provide services for the Department of Mental Health, Division of Alcohol and Drug Abuse (hereinafter referred to as the Department or DMH), in accordance with the provisions and requirements stated herein.
  - a. Services purchased by the Department of Mental Health shall consist only of those services described in Attachment A, Scope of Work, included herein.
  - b. Services shall only be provided to offenders, as referred to the contractor by the Missouri Department of Corrections (DOC).
- 2.1.2 The Department makes no guarantee of the number of units purchased under this contract or the amount of dollars expended. The contractor shall provide services on an as needed, if needed basis, as authorized by the Department.
- 2.1.3 The contractor shall provide services from a location(s) within the service delivery area specified in this document.
- 2.1.4 The contractor shall begin providing services within thirty (30) days of notice of award.

#### **2.2 Certification**

- 2.2.1 Services must reflect the principles contained in the Division of Alcohol and Drug Abuse Accreditation/Certification Standards for Alcohol and Drug Abuse Programs.
- 2.2.2 The contractor shall comply with all applicable requirements of:
  - a. 9 CSR, Division 10, Chapter 5 (General Program Procedures),
  - b. 9 CSR, Division 10, Chapter 7 (Core Rules),
  - c. 9 CSR, Division 30, Chapter 3 (Accreditation/Certification Standards for Alcohol and Drug Abuse Programs), and
  - d. any subsequent revisions or additions to the Accreditation/Certification Standards for Alcohol and Drug Abuse Programs.
- 2.2.3 The contractor shall obtain certification prior to the actual delivery of services and shall maintain certification throughout the contract period.
  - a. Certification standards may be downloaded from the following sites:  
<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c10-5.pdf>  
<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c10-7.pdf>  
<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c30-3.pdf>

#### **2.3 Information and Billing Systems**

- 2.3.1 The contractor shall support and utilize the Department's computerized systems for service reporting, billing, outcome measurement and other related activities specified by the Department, as required.
  - a. If required, the contractor shall electronically register consumer admissions, program transfers and discharges in the Department's information system(s).
    - 1) The contractor shall agree and understand that all entries required in the Department information systems shall be recorded in a timely, accurate manner, in accordance with Department specified timeframes.
- 2.3.2 The contractor shall coordinate its data collection and analysis activities with those of the Department to include, but not be limited to acquiring computer equipment and training to support State and Federal efforts to uniformly collect and analyze services data.

## 2.4 **Consumer Satisfaction Survey**

- 2.4.1 The contractor shall participate in a consumer satisfaction survey, as required by the Department.
- a. The contractor shall utilize the survey protocols and instruments specified by the Department.
  - b. The contractor shall establish, implement, and monitor a plan of action to improve consumer satisfaction, as directed by the Department.

## 2.5 **Coordination**

- 2.5.1 The contractor shall fully coordinate all contract activities with those activities of the Department.
- a. In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources, and individuals within the geographic area being served (community), as requested by the Department.

## 2.6 **Correspondence**

- 2.6.1 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.
- a. The contractor shall agree that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
  - b. The contractor shall agree to return executed contract documents in a manner specified by the Department. The Department will normally require executed contract documents to be returned by fax.

## 2.7 **Transition of Services**

- 2.7.1 Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the Department.
- 2.7.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request.
  - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to insure the completion of such service prior to the expiration of the contract.

## 2.8 **Charitable Choice Notification**

- 2.8.1 In the event the contractor is a religious organization, the contractor shall:
- a. comply with the requirements of 42 U.S.C. 300x-65 and 42 C.F.R. part 54 (see 42 C.F.R. 54.8(c)(4) and 54.8(b), Charitable Choice Provisions and Regulations;



- b. provide clients and prospective clients with the “Notice to Individuals Receiving Substance Abuse Services”, attached hereto as Attachment I;
  - c. refer clients to alternative services as requested if the client objects to the religious character or religious requirements of the organization and when alternative services are available;
  - d. maintain a log of requests for referral to alternative services based upon religious objection to which shall include the request date, client ID, disposition, and brief explanation; and
  - e. submit an annual report to the District Administrator, on or before July 31 of each year, containing the information required in subparagraph 2.8.1.d, above, for the prior fiscal year.
- 2.8.2 In the event the contractor utilizes subcontractors that are religious organizations, the contractor shall ensure that the Charitable Choice requirements stated in paragraph 2.8.1, above, are met by any subcontractors providing substance abuse treatment and prevention services.
- 2.8.3 If the contractor is a religious organization, the contractor shall declare as such, at the time of award, by way of written notification to the appropriate District Administrator.
- a. If any subcontractor is a religious organization, the contractor shall require a written declaration from the subcontractor and shall submit the declaration to the District Administrator at the time of award.
  - b. For any subsequent subcontracts established with religious organizations, the contractor shall require a written declaration from the subcontractor and shall submit the declaration to the District Administrator prior to the subcontractor providing services.

## 2.9 **Payments to the contractor**

- 2.9.1 The contractor shall be paid for the various units of service in accordance with the firm, fixed prices stated on the program Pricing Page(s), included herein.
- 2.9.2 The contractor shall be reimbursed for approved expenses for interpretive services required in the course of a client's treatment program, in accordance with Department policy and other requirements specified herein.
- 2.9.3 The contractor may be eligible for payments during the contract implementation period.
- a. In the event the contractor is eligible for payment during program implementation, the contractor shall comply with the implementation requirements specified in the Implementation Phase Requirements, included herein as Attachment E
    - 1. Eligibility for implementation payments, if applicable, shall be noted on Attachment B (Specific Requirements and Special Conditions).
- 2.9.4 The contractor may be eligible for additional special, designated payments.
- a. In the event the contractor is eligible for additional special, designated payments, those payments, and requirements thereof, shall be noted on Attachment B (Specific Requirements and Special Conditions).
- 2.9.5 No payments or reimbursements shall be made to the contractor other than those specified above.
- 2.9.6 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 2.9.7 The contractor shall understand and agree the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed State Vendor ACH/EFT Application.

- a. The contractor must obtain a copy of the State Vendor ACH/EFT Application from the Internet at: <http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>

2.10 **Maintenance of Effort Requirements**

- 2.10.1 In order to assist the Department in meeting the waiver requirement for maintenance of effort (MOE) in the Substance Abuse Prevention and Treatment Block Grant, the contractor may be required to serve a minimum number of treatment clients during each State Fiscal Year.
  - a. For purposes of the requirements stated herein, "clients served" shall be defined as the aggregate total of an unduplicated count of clients served by the contractor through each of the contractual agreements specified on Attachment G, MOE Requirements. Individuals are counted as served if they are clients who are billed to the Division of Alcohol and Drug Abuse for applicable State Fiscal Year.
- 2.10.2 In the event the contractor is required to meet target numbers of clients served for MOE, a review of the number of clients served by the contractor will be conducted on or about March 1st of each State Fiscal Year. In the event the contractor has not served at least the minimum number of clients specified on Attachment G, by that date, the contractor's annual funding allocations shall be reduced so that funds may be redistributed to ensure that MOE targets are met by the Department.

## **PART III - GENERAL CONTRACTUAL REQUIREMENTS (rev 7-1-05)**

### **GENERAL**

1. Authorization for the Department of Mental Health (Department) to contract for services is granted each fiscal year by the Office of Administration. Authorization for additional contract periods requires the annual renewal of the authorization.
2. The contract between the Department and the contractor shall consist of (1) the Request for Proposal (RFP), any amendments, attachments and/or exhibits thereto and (2) the proposal submitted by the contractor in response to the RFP and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Request for Proposal shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the RFP or the contractor's proposal. The contractor's proposal, when accepted by the Department, is binding on the contractor without further clarification.
3. This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable. The contractor shall have all licenses and/or certifications current which are required by law, rule or regulation.
4. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
5. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
6. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
7. This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
8. Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
9. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
10. By signing this contract the contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government. If the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department. Suspension or debarment of the contractor, or failure by the contractor to provide written notification to the Department of their suspension or debarment, may result in immediate termination of this contract.
11. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor shall authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.
12. The contractor agrees that this contract is predicated, in part, on the utilization of the specific resources, individual(s) and/or personnel qualifications as identified and /or described in the contractor's Department approved proposal and, when applicable, Department approved Uniform Budget packet (schedules A, B & C) or any other financial reporting tool prescribed by the Department. The contractor agrees that no personnel and/or individuals will be utilized in the performance of this contract who fail to meet specific provider qualifications as set out in the Department's service catalog and specified herein. No substitution of provider qualifications shall be made by the contractor without written notification to the Department and the Department's written approval. The contractor agrees that substitutions made pursuant to this paragraph shall be equal to or better than originally proposed.

13. Department approved staffing ratios and/or patterns are essential for providing the services identified. The contractor shall maintain all Department approved staff ratios, hours of services and/or patterns or request a written waiver from the Department. The contractor shall maintain time, salary or hourly pay rate data and personnel records as specified by the Department. Downward deviation of staff/resources upon which the unit price is based may require a downward adjustment of unit price(s). Recovery of fees paid on which there has been a downward deviation in staff/resources for the contract year per (a) Department approved Uniform Budget Form (DMH-8836) and its Expense Categories (b) Department approved staffing ratios, or (c) any other financial reporting tool prescribed and approved by the Department shall be required and may be retroactive to the date of occurrence.
14. The contract will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the contract will be amended to make such correction.
15. The contractor agrees to consolidate all or portions of related service contracts into a single contract at the request of the Department.
16. The contractor shall understand and agree that this contract may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN0329). Contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
17. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department. The contractor shall agree and understand that, in the event the Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
18. The contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.

#### **SUBCONTRACTING**

19. Upon receiving written approval from the Department to subcontract the contractor may establish a subcontract for services described herein. Any subcontracts for the services/products described herein shall be in writing and shall include appropriate provisions and contractual obligations, including all terms and conditions of this contract's Part III, General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department. The subcontract shall ensure that the Department is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a sub-contractor to provide any of the services in the contract shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

#### **MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION REQUIREMENTS**

20. In accordance with Executive Order 05-30, state agencies shall make every feasible effort to increase the percentage of goods and services procured from state certified minority and women-owned businesses (MBE's and WBE's) to ten percent (10%) and five percent (5%), respectively. In order to be considered a **qualified** MBE or WBE, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
  - 20.1 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
  - 20.2 The contractor shall make a good faith effort to obtain ten percent (10 %) and/or five percent (5%) MBE and WBE participation, respectively, in any subcontracting activity related to the performance of this contract. Contractors who utilize MBE/WBE subcontractors shall report their MBE and WBE expenditures to the Department on a quarterly basis.

## **CONFLICT OF INTEREST**

21. The contractor hereby agrees that at the time of the submission of their proposal the contractor has no other contractual relationships which create any actual conflict of interest. The contractor agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
22. In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
23. In accordance with state and federal laws and regulations, state executive order or regulations, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
24. The contractor agrees that no Missouri state employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
25. The contractor agrees that no Missouri state employee shall be compensated under this contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of this contract.
26. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees as employees of the State of Missouri.
27. If the contractor is a not-for-profit agency, board members must abstain from voting on any funding proposal in which they have administrative control or a monetary interest with the proposed grantee. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

## **FINANCIAL REQUIREMENTS**

28. The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor. The Department does not give any assurances under the terms of this contract that the maximum calculated reimbursement for service(s) specified herein will be purchased.
29. Moneys received from the Department under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
30. Payment due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice. The contractor shall utilize the fiscal reimbursement system required by the Department. The contractor shall not invoice federal or state tax. The State of Missouri's tax-exempt certificate number is 43-750026K.
31. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
32. The contractor shall invoice for services provided at the contracted unit price(s). Unit prices charged the Department shall be no greater than those charged to the general public for the same service.
33. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
34. The Department reserves the right to deduct from an invoice any overpayment made by the Department. All overpayments shall be collected in accordance with 630.460 RSMo. Overpayment is defined by 630.460 RSMo as any payment by the Department to a vendor providing care, treatment, habilitation or rehabilitation services to clients under contract with the Department which is:
  - 34.1 In excess of the contracted rate less payments by the client, or on his behalf, as required to be made by the Standard Means Test, contained in 9 CSR 10-31.011;
  - 34.2 In payment of services not provided;
  - 34.3 In payment for any service not authorized in the contract with the Department; or
  - 34.4 In payment for services provided contrary to the provisions of the contract with the Department.
35. In accordance with 9 CSR 10-31.011, the contractor shall apply to the costs incurred for providing services to the client the benefits received or available on behalf of or to the client from private and public health insurance, health services corporation and health maintenance organization plans, policies and contracts including individual, company, fraternal, group, Medicare, Medicaid and similar plans to the extent and limits of the coverage for the recipient.
36. The Department shall deduct from the contractor's invoice, if not deducted by the contractor, all amounts to be collected by the contractor from the client or other payment sources.
37. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor.

38. The contractor shall not make any collection for Title XIX Medicaid covered services from the recipient, his or her spouse, parent, guardian, relative or anyone else receiving public assistance, and if any payment is received or assured from any other source on the recipient's account, that amount will be deducted from the claim filed with Title XIX Medicaid.

#### **REPORTING REQUIREMENTS**

39. The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.
40. The contractor shall retain all records pertaining to the contract for six (6) years after the close of the contract year unless audit questions have arisen within the seven year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.
41. The contractor shall immediately notify the Department, in accordance with guidelines established by the Divisions, when there is a death of a client.
42. The contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.
43. The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
44. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
45. The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client progress and other relevant records. The contractor shall submit itemized reports, records and information at the request of the Department.
46. The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the contractor's retention of records.
47. The Department shall have access to its clients and client records without limitation. If access is denied or limited, the Department shall terminate payment from the day access is denied or limited.
48. If the contractor receives notice of a Class I license violation from the Department of Health and Human Services or the Division of Aging or a notice under certification that a condition of jeopardy exists, the contractor shall immediately notify the authorizing Department facility. Verbal notification shall be followed by written notification mailed within 48 hours. The contractor shall send a copy of any plan of corrections for Class I deficiencies which has been approved by the Division of Aging, the Department, Health Care Financing Administration or other license certification or accreditation authority to the head of the Department facility who has authorized services to be delivered by the contractor.
49. The contractor shall conduct criminal record reviews for its employees, volunteers and household members in accordance with 9 CSR 10-5.190.

#### **CLIENT BASED INFORMATION REQUIREMENTS**

50. If required, the contractor shall submit client data and invoicing information via its computer network with the Department's on-line computerized client based information system.
51. The Department has sole authority in determining the compatibility of the contractor's computer system.
52. At the sole option of the Department, termination of this contract may result if the contractor fails to maintain accurate and complete information or misuses the Department's computer network.

## **GENERAL AUDIT GUIDELINES**

53. If during the contractor's fiscal year the contractor expends \$300,000 or more in federal grant funds received from the Department, the contractor shall have an annual audit conducted in accordance with United States Office of Management and Budget (OMB) Circular A-133. The audit SHALL be conducted by an individual or firm licensed by the Missouri State Board of Accountancy. The due date for filing the audit with the Department shall be the same as the due date for filing the audit with the federal clearinghouse specified in OMB Circular A-133. The items to be filed with the Department shall consist of the reporting package specified in OMB A-133. Failure to comply with these requirements may result in reduction of available allocation of funds, reduction or suspension of payments to the contractor or cancellation of this contract between the Department and the contractor.

## **STANDARD MEANS TEST**

54. For all clients whose services are paid by the Department, the contractor shall apply the Department's Standard Means Test in accordance with 9 CSR 10-31.011, when not applied by the Department. Nothing in this contract shall deny the right of a client or his responsible person to appeal to the Department for re-determination of the amounts payable by them to the contractor under 9 CSR 10-31.011.
55. The contractor shall charge and become responsible for the collection of client payments as determined by the Standard Means Test, in accordance with 9 CSR 10-31.011. Amounts charged to clients, whether or not collected, shall be shown as a credit on the invoice.
56. The contractor shall not impose or increase fees for service for Department clients without the written consent of the Department except as permitted by the Standard Means Test.
57. Nothing in this contract shall impair the statutory rights of the Department to charge a Department client, a client's estate or the person(s) obligated to pay for services rendered to the client for expenditures made by the Department for the client.

## **AMENDMENT, TERMINATION AND RENEWAL**

58. The contractor understands and agrees that funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. The contract shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations. The contract shall be terminated by the Department, without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts as necessary for the conduct of state governmental affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
59. Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Department. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
60. The Department may terminate the contract for breach of contract by providing the contractor with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services shall not be made beyond the date of termination.
61. This contract may be terminated by either party, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice; however, the Department may withdraw any or all of its clients before the end of the sixty (60) day period.
62. Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.
63. In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
64. Upon termination of the contract the contractor shall maintain, store, transfer, and provide for the authorized release of all client records developed by the contractor as a direct requirement of this contract. The contractor agrees that upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.

65. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
66. This contract shall not bind, nor purport to bind, the State of Missouri for any commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract. If the Department exercises its options, all terms, conditions and provisions of the original contract and any amendments shall remain the same and apply during the renewal period.

## **HUMAN RIGHTS**

67. The contractor shall establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The contractor shall maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge shall cooperate fully with any subsequent Department investigation of the grievance.
68. If this contract is federally funded, the contractor shall abide by the provisions of the Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
69. The contractor shall comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
70. In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; contractors that employ fifty (50) or more persons shall comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.
  - 70.1 In addition to the above, the contractor shall make the following human rights assurances:
    - a. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
    - b. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
    - c. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such contractor employs at least twenty (20) persons.
    - d. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.
    - e. To develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program shall include:
      1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
      2. The identification of a person designated to handle affirmative action;
      3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
      4. The exclusion of discrimination from all collective bargaining agreements; and
      5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
    - f. If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
  - 70.2 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.



71. The contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The contractor's failure to comply with this act may result in termination of the contract. The contractor shall notify the Department immediately of any allegations, claims, disputes, or challenges made against the contractor concerning this act.

## **INSURANCE**

72. The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include, but not be limited to, general liability, errors and omissions, professional liability, etc.
73. The contractor shall be responsible for all injury or damage as a result of the contractor's negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
74. The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
75. If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.
76. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. Proof of insurance coverage shall be submitted upon request.

## **MISCELLANEOUS**

77. The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
78. By signing this contract the contractor enters into an affiliation agreement with the Department to coordinate a delivery system of accessible services. The contractor agrees to integrate community-based programs into the Department system and to avoid duplication of state provided or supported services.
79. Disclosure by any party of information concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
80. Under circumstances, as referenced in 632.300 RSMo, in which a client's conduct is jeopardizing the safety of the client himself or others in the community, the contractor shall immediately notify the authorizing Department facility. If an immediate response is needed to insure the health and/or safety of the client or others, the local law enforcement officials shall also be notified.
81. The Department may place a monitor with the contractor, given any situation as described in Section 630.763 RSMo or when the Department determines that the health, safety or welfare of the clients cannot be adequately assured.
82. The Department enters into this contract by the authority of its director. The contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
83. The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
84. Contractors that are required by state law to be registered and in good standing with the State's Secretary of State shall submit their State Certificate of Good Standing to the Department upon request.
85. The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.

## **APPEALS**

86. The offeror may protest and/or appeal an action or decision made by the Department regarding the Request for Proposal (RFP) process and/or the award of a contract in accordance with the procedures contained in 9 CSR 25-2.505.

## **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

87. In the event the contractor declares itself to be a Business Associate of the Department, the contractor shall comply with the following Business Associate provisions.
88. Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
- 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
  - 3) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - 4) "Protected Health Information" shall mean individually identifiable health information:
    - aa. Except as provided in paragraph (bb) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - bb. Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
  - 5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (4)(aa)(i) or (4)(bb)(ii) of the definition of protected health information as specified above.
- b. The contractor shall agree and understand that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.
89. Permitted uses and disclosures of Protected Health Information:
- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the state agency.
  - b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

90. Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor, to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incidents no later than five (5) calendar days of becoming aware of such incident. For purposes of this paragraph, security incident shall mean the unauthorized access, use, modification or destruction of information or interference with systems operations in an information system.
- j. By no later than five (5) calendar days after the contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the contractor shall notify the state agency's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The contractor shall also provide the state agency's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

91. Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.

92. Expiration/Termination/Cancellation:

Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall return to the state agency or shall destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor. In the event the contractor determines and the state agency agrees that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

93. Breach of Contract

In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

## PART IV – PROPOSAL SUBMISSION AND AWARD INFORMATION

### 4. PROPOSAL SUBMISSION

- 4.1 Proposals shall be signed, and returned (with all necessary attachments) to the Department by the proposal receipt date and time specified on the signature page of this document.
- Specifically, any form containing a signature line of the original RFP and any amendments, pricing pages, etc., shall be signed and returned as part of the proposal.
  - When submitting a proposal, the offeror should include four (4) additional paper copies along with its original proposal for a total of five (5).
  - In addition, the offeror should include an electronic copy of its entire proposal, including all attachments, in Microsoft compatible or PDF format on diskette(s) or CD(s).
- 4.2 Because proposals will be competitively evaluated based on the merits of the information presented, offerors are advised to be very explicit in describing the agency's experience in providing substance abuse treatment, expertise of personnel, and proposed methods for satisfying the requirements contained in this RFP.
- It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information related to the evaluation categories. The Department is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.3 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP or evaluation to the buyer of record indicated on the first page of this RFP.
- Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.4 Offerors are strongly encouraged to read the attached terms and conditions, Form POS-3, carefully prior to the submission of a proposal. The offeror shall comply with all requirements stated on Form POS-3.
- 4.5 *Offerors are advised that the **only** official position of the Department is that position which is stated in writing and issued as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.*
- 4.6 **APPLICABLE TO STATE AGENCIES AND POLITICAL SUBDIVISIONS ONLY**
- 4.6.1 In the event the offeror is a governmental Department or political subdivision which is prohibited by law or court decision from complying with certain provisions of this document, then such offeror may submit a proposal containing a list of statutory limitations and identification of prohibitive clauses which will be modified via a clarification conference between the Department and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of law and/or court order. However, such an offeror should include in the proposal a complete list of all known statutory references and citations for each provision of this document which is affected by this paragraph and specified in the proposal.
- 4.6.2 Since state agencies are appropriated money by the general assembly, since all Department records are a matter of public record, and since state agencies operate in accordance with state laws, state agencies may not be required to comply with the following: (A) Renewal provisions, (B) Independent Contractor provisions, and (C) Certain Invoicing and Payment Requirements.
- 4.7 **Evaluation and Award Process**

- 4.7.1 All responses to this RFP shall be evaluated according to the procedures of Competitive Evaluation as stated in 9 CSR 25-2. The Department shall evaluate completed proposals from responsive offerors to determine the best proposal for the Department. Any contract resulting from this RFP shall be awarded to the offeror providing the best proposal to the Department. After determining responsiveness, proposals shall be evaluated in accordance with the following categories and respective weight criteria:

***Experience and Reliability of Organization, Expertise of Personnel and Proposed Method of Performance*** **100%**

- 4.7.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.
- 4.7.3 The Department reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process.
- 4.7.4 **Experience and reliability** of the offeror's organization will be considered subjectively in the evaluation process.
- a. The offeror is advised to submit detailed information which documents successful and reliable experience in providing drug and alcohol abuse services.
  - b. The offeror should provide information about the offeror's organization by completing Exhibit A, Organization Profile.
  - c. The offeror should complete Exhibit B to provide references related to similar services provided by the offeror's organization.
- 4.7.5 **Expertise of the personnel** proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated.
- a. The offeror is advised to submit detailed information which documents the qualifications and experience of personnel proposed for the program.
  - b. The offeror should complete Exhibit C for each key staff person proposed. The offeror should provide information for other personnel assigned or available by completing Exhibit D.
  - c. Information provided should be structured to emphasize relevant qualifications and experience of the personnel in successfully performing services of a similar size and scope to the requirements of this RFP.
  - d. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications and job descriptions of the position(s) to be filled.
  - e. The offeror should provide an organizational chart showing the staffing and lines of authority for key personnel. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- 4.7.6 **Method of Performance** proposed by the offeror will be subjectively evaluated based on the offeror's distinctive plan for performing services and meeting the requirements of the RFP.
- a. The offeror must submit a written narrative which describes the method or manner in which the offeror proposes to satisfy the requirements of the RFP. The language of the narrative should be clear, concise and straightforward.
  - b. The contractor should complete Exhibit E to identify key elements of its method of performance.
  - c. The contractor should complete Exhibit S for each site proposed for service delivery.
- 4.7.7 Any award of a contract resulting from this RFP will be made only by written authorization from the Department.

- a. The Department reserves the right to make no award, partial awards or multiple awards.
- b. If the initial contract period is for less than a twelve (12) month period, the Department reserves the right to prorate the contract allocation based on the time remaining in the contract period.
- c. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department and its consumers, the contractor's ability to meet those needs and the availability of the Department funds.

#### 4.8 **Business Compliance**

4.8.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)
- Licenses, certifications, and/or accreditations for proposed staff

4.8.2 The offeror should enclose with its proposal a copy of currently dated corporate board minutes which authorize a particular person or position to enter the corporation into contractual agreement with the Department of Mental Health.

#### 4.9 **Preference for Organizations for the Blind and Sheltered Workshops**

4.9.1 A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/manager.html>

## **ATTACHMENT A – SCOPE OF WORK (Outpatient Treatment for Offenders)**

### **1 Program Definition**

- 1.1 Outpatient Treatment for Offenders is defined as a comprehensive array of community-based treatment services tailored to address the unique needs of substance abusing individuals under the supervision of the Department of Corrections.

### **2 Program Objectives/Outcomes**

- 2.1 The primary objective of the program is to provide treatment services with the goal of achieving the seven domains of recovery, which are:
- a. abstinence from alcohol and drug use;
  - b. increased employment status and/or return to school;
  - c. decreased involvement in the criminal justice system;
  - d. increase in stabilized family and living conditions;
  - e. increased retention in treatment;
  - f. increased social supports and connectedness; and
  - g. increased access to services.
- 2.2 Other general expected outcomes may be added by the Department in accordance with the Federal Performance Partnership Grant as they are developed.
- 2.3 In addition to general expected outcomes, there shall be specific treatment outcomes identified for each offender based upon problems identified in the comprehensive assessment and addressed in an individualized treatment plan.

### **3 General Requirements**

#### **3.1 General**

- 3.1.1 The contractor shall provide services in accordance with the provisions and requirements stated herein.
- a. Billable services shall be those services listed on the Pricing Page, provided in accordance with specified service requirements, definitions and program guidelines.
  - b. All services shall be provided in accordance with the service limits and other requirements specified in Attachment C, Program Menu of Services, included herein.

#### **3.2 Service Area**

- 3.2.1 The contractor shall provide services from a location(s) specified in Attachment B, Specific Requirements and Special Conditions, included herein.

#### **3.3 Facility**

- 3.3.1 The facility shall meet all applicable certification standards throughout the contract period.
- a. The contractor shall obtain written approval from the Department for any program facility used to deliver services in accordance with this contract prior to the initiation of such services.
  - b. If the contractor determines, or is required, to vacate the program facility approved by the Department, the contractor shall notify the Department of their intent to relocate at least 30 days in advance of the proposed move.
- 3.3.2 The location of the facility (or facilities) should afford access to a broad range of community resources, including self-help, medical, social, psychiatric, recreational, educational, occupational, spiritual and other recovery support services.

#### **3.4 Personnel**



- 3.4.1 The contractor shall maintain a minimum level of sixty (60) percent qualified substance abuse professionals (QSAP).
- 3.4.2 All personnel provided by the contractor must have background checks conducted, in accordance with RSMo 630.170, prior to providing services to clients. The requirements for these background checks may be downloaded at the following internet site:
- <http://www.moga.state.mo.us/homestat.asp>
- a. The contractor shall be responsible for all costs related to background checks and screenings.
- 3.4.3 Neither the contractor, the contractor's designee, or any employee of the contractor providing services pursuant to this contract shall be, or have been within the past two years, under the supervision of any federal, state, county and/or city correctional department.

### 3.5 **Program Administration**

- 3.5.1 The contractor shall agree and understand that the Department of Corrections will administer the provision of treatment services to the offenders it refers to the contractor's program.
- a. Dual roles in program administration shall include, but are not necessarily limited to:
- 1) Monitoring and technical assistance will be provided jointly by the Department of Corrections (DOC) and the Department of Mental Health (DMH).
  - 2) Certification survey teams will include staff from both DMH and DOC.
- 3.5.2 DOC responsibilities will include administering the contracted services through referrals, invoice processing, and clinical monitoring.
- a. DOC staff will be responsible for making offender referrals for services.
- b. Probation and Parole staff will oversee day-to-day operational issues associated with services provided to offenders.
- c. Probation and Parole contract managers will review invoices for accuracy and provide signatures certifying their approval.
- d. DOC Area Substance Abuse Treatment Coordinators (ASATCs) will monitor clinical services provided on at least a quarterly basis and provide contract interpretation for clinical issues addressed within the requirements stated herein.
- 3.5.3 The contractor shall submit invoices for services provided to offenders, directly to DOC per the requirements listed below:

#### **Revised by Amendment # 2**

- a. On or before the tenth (10<sup>th</sup>) day of each month following services, the contractor shall submit to the referring DOC Probation and Parole District Office, an itemized invoice for services provided during the previous month.
- b. The invoice shall reference the contract number and have a billing sheet attached to it.
- c. The billing sheet shall reflect alphabetically each offender's name and number, each family member's name with the corresponding offender's number in parenthesis, the type of service provided, the date the service was provided, and the number of units provided.
- d. The billing shall be formatted in the following order:
1. Name
  2. Offender number
  3. Type of service provided
  4. Number of units provided
  5. Unit Price
  6. Total cost column (cost for that service for that individual)
- e. The invoice shall have an approval and authorization to pay signature line for the Probation and Parole Contract Manager to sign upon the completion and acceptance of charges.

- f. If interpretive services are provided for an offender, the contractor shall submit a copy of the invoice to DOC on a monthly basis, indicating the amount of interpretive service provided, by offender number, and date of service.
- g. The DOC reserves the right to audit all invoices and to reject any invoice for good cause.
- h. The DOC reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.

### 3.6 **Program Coordination**

- 3.6.1 The contractor shall designate a program administrator to be responsible for coordinating delivery of treatment services for offenders.
  - a. The program administrator should be an experienced professional with appropriate credentials and will provide regular communication with the probation and parole contract manager and the ASATC.
- 3.6.2 DOC reserves the right to review and approve all written communications and materials developed and used by the contractor to communicate with offenders. Accordingly, the contractor shall coordinate and submit for approval all treatment program materials, curriculum and schedules, as requested.
- 3.6.3 The contractor shall cooperate with DOC regarding orientation and training needs and shall participate in training as deemed necessary to ensure successful delivery of services to offenders.
- 3.6.4 The contractor agrees that any dispute arising from conflicts with DOC policy and clinical practices shall be resolved by the ASATC in consultation with the Asst. Division Director, Division of Offender Rehabilitative Services (DORS), Substance Abuse Services, the Probation and Parole Administrator/contract manager and designated DMH staff.
- 3.6.5 The contractor shall invite the Probation and Parole Administrator/contract manager and the ASATC to all staff meetings specific to the offenders being served, minimally providing copies of minutes of all such proceedings to the Probation and Parole Administrator/contract manager, and ASATC.
- 3.6.6 The contractor's staff shall participate in oversight meetings specific to services provided to offenders as required by DOC.
- 3.6.7 The contractor shall consult with the appropriate DOC staff prior to the termination of any offender from treatment.

### 3.7 **Coordination with the Clinical Utilization Review Staff**

- 3.7.1 The contractor shall coordinate service delivery with the Department's clinical utilization review, if required.
  - a. The contractor must adhere to rules for clinical utilization review in accordance with the requirements of 9 CSR 30-3.100, if required.
  - b. The Department reserves the right to initiate clinical utilization review on any client at any point in a treatment episode. This review may result in services being continued, increased, reduced or discontinued.

### 3.8 **Referrals**

- 3.8.1 The contractor shall establish procedures for managing inquiries about treatment services and referrals twenty-four hours a day.
- 3.8.2 The contractor shall refer pregnant women in need of substance abuse treatment to a Women and Children's CSTAR program unless:

- a. The treatment team determines that the pregnant woman can best be treated in the contractor's treatment program with no more danger to the fetus than would be present in a residential support setting, and
- b. There is clear justification in the client record for treating the pregnant woman in an outpatient setting without 24-hour supervision.

### 3.9 **Other**

- 3.9.1 The contractor shall participate in outcomes studies, as required by the Department.
- 3.9.2 The contractor shall develop a cultural competency plan and provide services in a culturally competent manner.
- 3.9.3 The contractor shall identify resources for psychological and/or psychiatric services and shall refer clients and family members to appropriate resources when the needs of such clients and/or family members cannot be met by services directly related to substance abuse and codependency issues.\
- 3.9.4 The contractor shall provide information to offenders regarding the availability of self-help groups in the community and shall document in the offender file any participation in, or refusal to participate, in self-help groups.

## 4 **Specific Program Requirements – Direct Client Services**

### 4.1 **General Treatment Guidelines**

- 4.1.1 The contractor shall collaborate with DOC to provide the appropriate type and frequency of substance abuse services that best suits the needs of offenders and provides the maximum opportunity for change.
  - a. Treatment services provided to offenders should focus on substance abuse and the resolution of problems related to substance abuse and the offender's criminal lifestyle.
- 4.1.2 The contractor shall provide services that are accessible to persons of all faiths and to persons of no faith who are atheist, agnostic, or undecided. The contractor shall include presentation of reasonable alternatives wherever the treatment programming incorporates ideations of "God or a higher power".

### 4.2 **Eligibility for Services**

- 4.2.1 The contractor shall provide services only to clients that are domiciled in Missouri and meet eligibility requirements as determined by 9 CSR 10-31.016. This requirement may be downloaded from: <http://www.sos.state.mo.us/adrules/csr/current/9csr/9c10-31.pdf>.
- 4.2.2 The contractor shall only provide services to clients (offenders) referred by the DOC.
- 4.2.3 The contractor shall ensure that they have received the DOC Referral Form (Attachment J hereto), Client Treatment Service Guidelines for Mental Health and Substance Abuse Professionals (Attachment K hereto), and an authorization to disclose information.
  - a. In the event the contractor has not received these forms with appropriate signatures prior to, or at the initial face-to-face contact with the offender, the contractor shall request authorization from the offender to notify the supervising probation and parole officer immediately.
  - b. In the event the offender refuses to authorize disclosure of information in accordance with HIPPA and 42 CFR Part 2, the offender shall be informed that he or she will be responsible for full payment of services, and that the treatment episode will not satisfy the requirements of probation or parole.
- 4.2.4 With an offender's authorization to disclose information, the contractor shall notify the appropriate DOC representative if an offender is in need of detoxification services.
  - a. The contractor should refer an offender requiring detoxification to the appropriate service,

even if the DOC representative cannot be reached prior to admission.

- b. DOC shall not be invoiced for detoxification services.

#### 4.3 **Admissions**

4.3.1 The contractor shall provide services to eligible clients that meet the admission criteria, as defined in the applicable certification standards.

4.3.2 Upon admission, the contractor shall complete the Criteria for Non-Emergency Medical Evaluation Checklist.

- a. The contractor may recommend to the client that he/she seek medical attention and, if so, the contractor shall complete the Emergency Criteria for Immediate Medical Evaluation Checklist.
- b. The contractor shall refer clients for acute medical care as necessary.

#### 4.4 **Assessment**

4.4.1 Upon admission, the contractor shall conduct an Assessment for each client. The Assessment must be administered:

- a. in accordance with the Department established protocol;
- b. within the first three (3) outpatient visits; and
- c. within ten (10) days of admission.

4.4.2 The Assessment will guide the development of an individualized rehabilitation plan and a Transition Accountability Plan.

- a. The contractor shall collaborate with DOC staff to develop and implement a Transition Accountability Plan (TAP), as required, in order to enhance the continuity of care and foster offender success in the community.
  - 1. The TAP will be used to identify assets, liabilities, long and short-term goals, outcomes and motivation for change and to ensure offender and staff accountability.
  - 2. The contractor and DOC staff will meet to update and revise the TAP, as necessary

4.4.3 In the event a client has received the Assessment from any program operated by the contractor within the past six months, the contractor shall administer an assessment update.

- a. The assessment update shall consist of a client demographics update in the Department's information system and also an update of the alcohol and drug domains of the Addictions Severity Index (ASI).
  - 1. The contractor may bill up to four units of individual counseling for this update.
  - 2. An assessment update is not completed when clients transition from the various levels of service within the same agency.

#### 4.5 **Case Management**

4.5.1 The contractor may provide Case Management as a component of the substance abuse treatment program.

4.5.2 Case management is defined as services provided which link the client and/or family member(s) to the services and supports needed in order to achieve and sustain recovery.

4.5.3 Case management services shall be provided in accordance with the individualized treatment plan.

4.5.4 Key service functions of case management shall include:

- a. Arranging or referring for services and resources that meet unique client and family needs;

- b. Communicating with referral sources and coordinating services with providers of medical and mental health care, the criminal justice system, and social services; and
- c. Resolving crises.

4.5.5 Case management services shall be provided by:

- a. a qualified substance abuse professional;
- b. an associate substance abuse counselor; or
- c. individuals with a bachelor's degree in social work, psychology, nursing or a closely related field, from an accredited college or university.
  - 1. Equivalent experience may be substituted on the basis of one (1) year for each year of required educational training.

4.6 **Individual Counseling**

4.6.1 The contractor shall provide Individual Counseling as a component of the substance abuse treatment program.

4.6.2 Individual counseling shall consist of goal oriented, face-to-face interaction with the primary client in accordance with the treatment plan to relieve symptoms and resolve problems related to alcohol and/or other drug abuse which interfere with the client's ability to function in society.

4.7 **Group Counseling**

4.7.1 The contractor shall provide Group Counseling as a component of the substance abuse treatment program.

4.7.2 Group Counseling shall consist of face-to-face, goal-oriented therapeutic interaction, directly related to the attainment of objectives as defined in the written treatment plan and provided to groups of more than one, but not more than twelve clients.

4.8 **Group Education**

4.8.1 The contractor shall provide Group Education as a component of the substance abuse treatment program.

4.8.2 Group Education shall consist of the presentation of recovery related information and its application to participants along with group discussion in accordance with individualized treatment/rehabilitation plans.

**Revised by Amendment # 1**

4.9 **Family Therapy**

4.9.1 The contractor may provide Family Therapy as a component of the substance abuse treatment program.

4.9.2 Family Therapy consists of face-to-face counseling and/or education for the primary client and one or more members of the same family designed to address and resolve the family's dysfunction, particularly as it relates to an alcohol and/or other drug abuse problem.

4.9.3 When Family Therapy is provided and the family has more than one person who is an active client, the contractor shall invoice for services for only one client. However, a progress note shall be entered in the records of all family members who are active clients.

4.10 **Family Conference**

4.10.1 The contractor may provide Family Conference as a component of the substance abuse treatment program.

4.10.2 Family Conference is defined as a service that coordinates care with the natural support system and communicates with family members along with referral sources and significant others about the treatment plan and discharge plan.

4.10.3 Family Conference services shall be provided by a qualified substance abuse professional (QSAP).

4.10.4 Family Conference activities may include, but are not limited to:

- ♦ meeting with the family of the primary client for assistance in developing the treatment plan,
- ♦ communicating about issues at home that are barriers to treatment plan goals,
- ♦ identifying relapse triggers and establishing a relapse intervention plan,
- ♦ developing discharge plans,
- ♦ participating in the discharge conference; and
- ♦ assessing the need for family therapy or other referrals to support the family system.

#### 4.11 **Outcome Measurement**

4.11.1 The contractor shall participate in outcome measurement in accordance with the protocol established by the Department of Mental Health.

- a. The contractor shall utilize the Department of Mental Health's management information system for outcome measurement.

4.11.2 The contractor shall administer the designated outcome measurement instrument in accordance with Department protocol at the following times during the client treatment episode:

- a. Admission  
b. Status: Thirty (30) days after admission  
c. Status: Every 60 days thereafter  
d. Discharge

4.11.3 Any of the contractor's staff that administer the outcome measurement instrument shall have completed any required training in accordance with Department protocol.

4.11.4 The contractor may invoice the Department for each administration of the outcome measurement instrument.

#### 4.12 **Client Drug Testing**

4.12.1 The contractor shall conduct drug and/or alcohol testing only as a necessary support and adjunct to treatment.

4.12.2 The contractor may be reimbursed for client drug testing in accordance with following requirements:

- a. Each test must be documented in a client progress note which must include the following information:
- category or type of test (on-site or laboratory),
  - number of panels and types of drugs tested for, and
  - test results.

4.12.2 Drug testing may be performed on-site or may be sent to a laboratory.

4.12.3 On-site and laboratory testing will be reimbursed per the rates set on the pricing page.

4.12.4 Retesting for confirmation of laboratory results will not be reimbursable.

#### **4.13 Interpretive Services**

- 4.13.1 The contractor shall arrange for interpretive services, as required to facilitate treatment, for hearing impaired offenders or offenders whose primary language is not English.
- a. The contractor shall coordinate all such services with DOC and must receive DOC approval of each interpreter the contractor plans to utilize, prior to interpreter providing services.
  - b. Hearing-impaired clients in need of residential support shall be referred to a specialized program, as required by the Department.
  - c. All interpreters must comply with applicable standards for the provision of interpreting services to clients of the Department.
  - d. The contractor shall be reimbursed for the actual invoiced cost of the approved interpreter.

#### **4.14 Community Supervision Center On-Site Services**

- 4.14.1 The contractor shall provide services on-site at the DOC Community Supervision Center (CSC) in St. Joseph, on an as needed, if needed basis.
- 4.14.2 The contractor shall provide individual counseling, group counseling, group education and other services on-site as requested by DOC and as appropriate for the CSC setting.
- 4.14.3 The contractor shall coordinate scheduling of service provision at the CSC with the appropriate DOC staff.
- 4.14.4 The contractor shall not be paid for travel time to or from the CSC.

#### **4.15 Additional Reporting Requirements**

- 4.15.1 The contractor shall submit, on a monthly basis, a written progress/summary report for each offender receiving services under this contract.
- a. Reports shall be submitted to the DOC Probation and Parole contract manager by the fifth (5<sup>th</sup>) calendar day of each month.
  - b. Reports shall include, but are not limited to:
    1. Program attendance,
    2. Progress in treatment, and
    3. Copy of the initial treatment plan or any updated treatment plan.
- 4.15.2 The contractor shall notify the probation and parole officer, the next working day, in the event of:
- a. Broken appointments,
  - b. Need for additional services,
  - c. Changes in the offender's family and/or living situation, such as major illness or injury, death, pregnancy, etc,
  - d. Incidents involving offenders where threats, assaults or purported crimes may have occurred,
  - e. Suspicion or confirmation of drug/alcohol usage, and
  - f. Positive Drug or Alcohol tests
- 4.15.3 The contractor shall participate and cooperate in research projects and outcome studies, as may be required by DOC, and shall prepare and submit any reports as requested.

#### 4.16 **Discharge**

4.16.1 The contractor shall develop a discharge plan which addresses offender aftercare.

- a. The discharge plan shall include specific activities and behaviors necessary for continued recovery.
- b. The contractor shall submit a discharge summary to the probation and parole officer.

### **5 Specific Program Requirements – Services for Family Members**

5.1 The contractor may provide services to family members of active clients in the contractor's program.

5.2 The contractor may provide any or all of the services listed below to family members in order to meet their needs.

5.2.1 **Codependency Individual Counseling** – The contractor may provide codependency individual counseling which consists of individual face-to-face assessment, counseling, and/or education provided to a family member(s) age 13 or over and/or to a family member below the age of 13 who possesses the requisite social and verbal skills to participate and benefit from counseling.

- a. Codependency individual counseling shall be designed to address and resolve issues related to codependency and alcohol and/or other drug abuse in the family.

5.2.2 **Codependency Group Counseling** – The contractor may provide codependency group counseling which consists of face-to-face counseling and/or education provided to two or more unrelated family members age 13 or older and/or below the age of 13 if such family member possesses the requisite social and verbal skills to participate in and benefit from counseling.

- a. Codependency Group Counseling shall be designed to address and resolve issues related to codependency and alcohol and/or other drug abuse in the family.
- b. In the event two or more members from a family attend the same group counseling session, an invoice may be submitted for only one of the family members. However, a progress note shall be entered in the records of all family members who are active clients.

5.3 The contractor shall include a substance use history for both the family members and the alcohol and/or drug abuser, as far as known, in the assessment of the family member conducted during admission. The treatment plan shall include intervention services, when appropriate

### **6 Other Program Requirements**

#### 6.1 **Emergency Contingency Plan**

6.1.1 The contractor shall have a written emergency contingency plan for ensuring that clients receive services in the event of a disaster such as a fire, flood, earthquake, loss of all or part of contractor's staff, or any other unplanned event.

- a. The contractor shall submit the plan to the appropriate District Administrator within 90 days of contract award.
- b. The contractor shall modify the plan, as required by the Department.

6.1.2 The contractor shall submit an updated plan, as necessary, and, at a minimum, on an annual basis.



Pricing Page (Outpatient Treatment for Offenders)					Modifiers				Facility Type	Diagnosis Code	Fund Code	Firm, Fixed Price
POS Service Code	POS Service Description	Unit of Service	HIPAA Procedure Code	HIPAA Description	1	2	3	4				
12012E	Assessment	Each (1)	H0001	Alcohol and/or drug assessment								\$120.00
20002H	Case Management	¼ hour	T1016	Case management, each 15 minutes								\$10.08
31002J	Individual Counseling	¼ hr.	H0004	Behavioral health counseling and therapy, per 15 minute								\$12.10
31091H	Outcome Measurement - Admission Baseline	¼ hr.	H0004	Behavioral health counseling and therapy, per 15 minute	TS							\$12.10
31094J	Outcome Measurement - Follow-up	¼ hr.	H0004	Behavioral health counseling and therapy, per 15 minute	TS							\$12.10
31095J	Family Conference	¼ hr.	90887	Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them how to assist patient.								\$12.10
32102H	Codependency Individual Counseling	¼ hr.	H0004	Behavioral health counseling and therapy, per 15 minute	UK							\$14.85
32102T	Codependency Group Counseling	¼ hr.	H0005	Alcohol and/or drug services; group counseling by a clinician	UK							\$2.73
32213H	Family Therapy	¼ hr.	T1006	Alcohol and/or substance abuse services, family/couple counseling								\$15.67
47502T	Group Counseling	¼ hr.	H0005	Alcohol and/or drug services; group counseling by a clinician								\$2.73
47602T	Group Education	¼ hr.	H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude or behavior)	HQ							\$2.33
811L21	One panel drug test – Laboratory	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class					81			\$2.50
811L22	Two panel drug test – Laboratory	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class					81			\$5.00
811L23	Three panel drug test – Laboratory	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class					81			\$7.50
811L24	Four panel drug test – Laboratory	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class					81			\$10.00

Pricing Page (Outpatient Treatment for Offenders)					Modifiers				Facility Type	Diagnosis Code	Fund Code	Firm, Fixed Price
POS Service Code	POS Service Description	Unit of Service	HIPAA Procedure Code	HIPAA Description	1	2	3	4				
811L25	Five panel drug test – Laboratory	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class					81			\$12.50
811S21	One panel drug test – On-Site	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class								\$2.50
811S22	Two panel drug test – On-Site	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class								\$5.00
811S23	Three panel drug test – On-Site	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class								\$7.50
811S24	Four panel drug test – On-Site	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class								\$10.00
811S25	Five panel drug test – On-Site	Per Test	80101	Single drug class method (e.g., immunoassay, enzyme assay), each drug class								\$12.50

1. *The contractor shall be paid for actual services rendered in accordance with the requirements stated herein and the service definitions stated in Attachment D. All costs associated with providing the required services shall be included in the firm, fixed prices stated herein.*
2. *The prices stated herein shall be legally binding for the entire contract period. The contractor is cautioned therefore not to sign this document unless he/she is confident that the Scope of Work can be accomplished for the prices stated herein.*

## **ATTACHMENT B – Specific Requirements and Special Conditions**

### **1 Program Location**

- 1.1 The contractor shall provide services from a location(s) in the DOC Northwest Region, Area NW1. NW1 is defined as the Missouri counties of **Buchanan, Andrew, Nodaway, Holt, Gentry, Worth, and Atchison**.
- 1.2 The contractor shall also provide on-site services at the DOC Community Supervision Center in St. Joseph.

### **2 Facility**

No special requirements.

### **3 Certification**

No special requirements.

### **4 Eligibility for Implementation Payments**

Not applicable

### **5 Eligibility for Special, Designated Payments**

Not applicable

### **6 Other**

Not applicable

## ATTACHMENT C – Program Menu of Services (Outpatient for DOC)

### Outpatient Menu of Services (DOC)

SERVICE	RULES	
Assessment	▶ Completed if the Assessment has not been conducted at a contractor operated program in the past 6 months	
Assessment Update	▶ Completed if the Assessment has been conducted in the past 6 months at a contractor operated program ▶ May bill up to four (4) units of Individual Counseling ▶ Not appropriate when client transitions between levels of service	
Individual Counseling		<b>Any combination of these services:</b>  ▶ Based on assessed needs ▶ Minimum of one time per week for 4 weeks ▶ Maximum of three times per week for 12 weeks ▶ Additional services amounts may be requested and require prior DOC written approval
Group Counseling		
Group Education		
Family Conference	▶ Limited to a maximum of twelve (12) units	
Family Therapy		
Codependency Individual Counseling		
Codependency Group Counseling		
Outcome Measurement	▶ Delivered only in accordance with a protocol established by the department	
Drug Testing	▶ Up to one screening per client per calendar week ▶ Administered only as a necessary support and adjunct to treatment.	
Case Management	▶ Limited to a maximum of twenty (20) units. ▶ Includes case management for significant others. ▶ Includes TAP development, implementation and revision. ▶ Additional units of service may be provided with prior DOC written approval.	

## ATTACHMENT D – SERVICE DEFINITIONS

<b>12012E</b>	<b>Assessment</b>	<b>Unit of Service:</b>	<b>Each</b>
	An evaluation of a client's current substance abuse and other related issues in order to ensure an appropriate level of care and initiate an individualized treatment plan.		
<b>20002J</b>	<b>Case Management</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	This service includes activities which link the client and/or family member(s) to the service system and coordinates the various services for such people. Such activities may include conferring with either intra or interagency staff for planning or transferring clients and/or family member(s) to required internal and external services.		
<b>31002J</b>	<b>Individual counseling</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Individual counseling must consist of a goal oriented process in which the client in therapy interacts on a face-to-face basis with the contractor in accordance with the treatment plan to relieve symptoms and resolve problems related to alcohol/drug dependency that interfere with the client's ability to function in society.		
<b>31094J</b>	<b>Outcome measurement</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	This service consists of data collection, measuring and reporting for the individuals served using outcome measures and instruments specified by the Department.		
<b>31095J</b>	<b>Family Conference</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Family Conference is defined as a service that enlists support of the family and significant others of the addicted primary client in working toward treatment goals. Family Conference services are provided by a qualified substance abuse professional.		
<b>32102J</b>	<b>Codependency Individual Counseling</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Individual face-to-face assessment, counseling, and/or education provided to a family member age 13 or over and/or to a family member below the age of 13 who possesses the requisite social and verbal skills of a 13 to 19 year old. All such services are designed to address and resolve issues related to co-dependency and alcohol and/or drug abuse.		
<b>32102T</b>	<b>Codependency Group Counseling</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Face-to-face assessment, counseling, and/or education provided to two or more (but less than ten) unrelated family members age 13 or over and/or to a family member below the age of 13 who possesses the requisite social and verbal skills of a 13 to 19 year old. All such services are designed to address and resolve issues related to co-dependency and alcohol and/or drug abuse.		
<b>32213H</b>	<b>Family Therapy</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Face-to-face counseling and/or education for two or more family members designed to address and resolve the family's dysfunction, particularly as it relates to an alcohol and/or drug abuse problem.		

## ATTACHMENT D – SERVICE DEFINITIONS

<b>47502T</b>	<b>Group Counseling</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Group counseling consists of activities directly related to the attainment of objectives as defined in the written treatment plan and provided to groups of more than one, but not more than twelve clients.		
<b>47602T</b>	<b>Group education</b>	<b>Unit of Service:</b>	<b>¼ Hour</b>
	Group Education shall consist of the presentation of recovery related information and its application to participants along with group discussion in accordance with individualized treatment/rehabilitation plans.		
<b>811L21</b>	<b>One panel drug test – laboratory</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811L22</b>	<b>Two panel drug test – laboratory</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811L23</b>	<b>Three panel drug test – laboratory</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811L24</b>	<b>Four panel drug test – laboratory</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811L25</b>	<b>Five (or more) panel drug test – laboratory</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811S21</b>	<b>One panel drug test – on site</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811S22</b>	<b>Two panel drug test – on site</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811S23</b>	<b>Three panel drug test – on site</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811S24</b>	<b>Four panel drug test – on site</b>	<b>Unit of Service:</b>	<b>Per Test</b>
<b>811S25</b>	<b>Five (or more) panel drug test – on site</b>	<b>Unit of Service:</b>	<b>Per Test</b>
	On-site or laboratory testing for substance use.		

## **ATTACHMENT E – Implementation Phase Requirements**

**Not Applicable**

## **ATTACHMENT F – Physician Certification Form**

**1 Physician Certification Form - NOT APPLICABLE**



## **ATTACHMENT G – MOE Requirements**

**Not Applicable**

## **ATTACHMENT H – Trauma Services Requirements**

**Not Applicable**



## **NOTICE TO INDIVIDUALS RECEIVING SUBSTANCE ABUSE SERVICES**

No provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.

## Attachment J – Treatment Referral Form (DOC Clients)

Missouri Department of Corrections COMMUNITY SERVICES TREATMENT REFERRAL FORM			
Provider Name:			
Client Name:		MDOC#:	
DOB:	SSN:	Supervision Expiration Date:	
Client Address			Phone:
			Alternate Phone:
			e-mail:
Other contact:		Phone:	
Client Employer:		Phone:	
Hours of work/school:			
Insurance: <input type="checkbox"/> Medicaid <input type="checkbox"/> Medicare <input type="checkbox"/> HMO <input type="checkbox"/> Private <input type="checkbox"/> None			
Other service providers or state agencies currently providing services for client:			
Provider/Agency	Contact Person	Phone	e-mail
1. Statement of problem or reason for referral <i>(attach additional page or other documentation if needed):</i>			
2. History of prior problems and treatment <i>(attach additional page or other documentation if needed):</i>			
3. Current medications:			
4. Known medical conditions:			
<b>Services are covered under an Offender Service contract:</b>  Check one: <input type="checkbox"/> Contract # SDA411-045 __ __ *(Outpatient) <i>*Enter last two digits of contract code</i> <input type="checkbox"/> Contract # SDA411-048 (CPR) <input type="checkbox"/> Contract # SDA411-046 (Free & Clean) <input type="checkbox"/> (specify) _____  Referral Source Code: __ __ Program Code: __ __ __  Services requested: <input type="checkbox"/> Substance Abuse education (Eastern Region only) <input type="checkbox"/> Substance Abuse assessment and treatment		<b>Services are <u>not</u> covered under an Offender Service contract:</b>  Services requested: <input type="checkbox"/> Substance Abuse education <input type="checkbox"/> Substance Abuse assessment only <input type="checkbox"/> Substance Abuse assessment and treatment <input type="checkbox"/> Mental Health Treatment <input type="checkbox"/> Anger Management <input type="checkbox"/> REACT <input type="checkbox"/> Other (describe): _____	
Referring DOC Staff <i>(print or type):</i>			
Phone:		e-mail:	
Referring District or Facility:			
Address of Referring District or Facility			

\_\_\_\_\_  
Signature of Referring Staff  
(Revised 8/1/2005)

\_\_\_\_\_  
Today's date

## Attachment K (Client Services Guidelines)

### MISSOURI DEPARTMENT OF CORRECTIONS

## **Client Treatment Services Guidelines for Mental Health and Substance Abuse Professionals**

The Missouri Department of Corrections, in consultation with the Department of Mental Health, has developed guidelines for mental health and substance abuse treatment professionals providing professional clinical services to clients under probation or parole field supervision. Adherence to these guidelines will promote public safety and improve outcomes for these individuals. Your cooperation is vitally important.

### Guidelines for Mental Health and Substance Abuse Professionals:

1. Individuals referred to you for mental health or substance abuse treatment services are expected to sign consent(s) to disclose clinically appropriate information to the referring officer.
  - These consents must meet federal requirements of HIPAA as well as those pertaining to confidentiality of alcohol and drug abuse records (42 CFR Part 2).
2. Clinically appropriate information includes, but is not limited to, diagnosis, treatment plan, attendance information, progress in and response to treatment, discharge plans, and discharge date.
3. If an individual refuses to consent to disclosure of clinically appropriate information, or at any time during treatment revokes such consent, then the client's course of treatment cannot be verified by the Department of Corrections and will not satisfy conditions of probation or parole.
4. The clinician and the referring officer should collaborate during initial assessment, treatment planning, and discharge planning.
5. The client, referring officer, and family members should be involved in defining "successful completion of treatment" at the outset.
6. The referring officer should be informed within two business days of any missed appointments; positive tests for alcohol, illicit drugs, or non-prescribed drugs; or failure to comply with the treatment plan.
7. The referring officer should be informed in a timely manner of any obstacles to treatment (transportation, money for medication, unsafe home environment, etc.).
8. The clinician should provide a 30 day progress report if requested by the referring officer.
9. The referring officer should be informed of the anticipated discharge date and actual discharge date.
10. The referring officer should receive a discharge summary within 30 days of release from mental health or substance abuse treatment.
11. Individuals under probation or parole supervision may not receive treatment services from a mental health or substance abuse professional or trainee who within the past two years has been under supervision of any federal, state, county, or city correctional department.

### Commitments of the Supervising Officer:

1. Obtain a signed authorization to disclose confidential information (compliant with HIPAA and 42 CFR Part 2) from the client prior to referral that will remain in effect during the course of treatment.
2. Report to the treatment provider results of any drug test(s) administered during the course of treatment.
3. Inform the provider of significant changes in the client's supervision status during the course of treatment.
4. Contact the provider at least once per calendar month about progress in treatment and any issues that arise with regard to probation or parole supervision.
5. Be available in person or by phone to participate, as needed, in assessment, treatment planning, consultation, treatment interventions, and discharge planning.

*If you have questions or for any reason cannot adhere to these guidelines, please contact the supervising officer prior to delivering services. Thank you for your cooperation.*

Signatures:

\_\_\_\_\_  
**Supervising Officer/Date**

\_\_\_\_\_  
**Client/Date**

\_\_\_\_\_  
**Treatment Provider/Date**

## EXHIBIT A - ORGANIZATION PROFILE

*(The offeror should complete the following with information about the offeror's organization)*

1. Describe the primary business of the organization.

2. Total number of years in business

3. Total number of years experience in providing substance abuse treatment services.

4. Describe the general history of the organization.

## EXHIBIT A - ORGANIZATION PROFILE

5. Describe successful and reliable experience in providing drug and alcohol abuse services

## EXHIBIT A - ORGANIZATION PROFILE

6. Is the organization currently certified by the Division of Alcohol and Drug Abuse?

If so, how many years has the organization been certified? Provide certificate numbers

7. Describe knowledge of and experience with the state ADA treatment system



## EXHIBIT A - ORGANIZATION PROFILE

8. Describe experience in providing substance abuse treatment services to the offender population.

## EXHIBIT A - ORGANIZATION PROFILE

9. Describe the financial capabilities of the organization to implement and sustain the program.

10. Describe the human resources capabilities of the organization to implement and sustain the program.

## EXHIBIT B - PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience. **In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.**

<b>Offeror Name:</b>	
<b>Reference Information (Prior Services Performed For):</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

*As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding the association of me/my company with the offeror referenced above:*

\_\_\_\_\_  
Signature of Reference Contact Person

\_\_\_\_\_  
Date

## EXHIBIT C - Expertise of Key Personnel

*(Copy and complete this form for each key person assigned to the program)*

<b>Title of Position:</b>			
<b>Name of Person:</b>			
<b>Position Description For this Program</b>			
<b># of years employed with the offeror</b>		<b># of years experience in area of service proposed to provide</b>	
<b>Previous employers, including positions, dates and responsibilities</b>			
<b>Educational Degrees: (include college or university, major, and dates</b>			
<b>Professional Licenses List numbers &amp; expiration dates</b>			
<b>Describe any specialized training completed. Including dates of completion.</b>			
<b>Describe the person's planned duties/role proposed herein:</b>			

## EXHIBIT C - Expertise of Key Personnel

Identify specific information about experience in providing, coordinating and/or supervising substance abuse treatment services or other similar services. Clearly identify the experience, including dates. Describe the person's role and extent of involvement in the experience. *Describe the person's experience with, and knowledge of, treatment of substance abuse for the offender population.*

## EXHIBIT D - PERSONNEL EXPERTISE SUMMARY

(Complete this for additional personnel proposed who are not otherwise included in Exhibit C)

Personnel	Describe the person's background, expertise, role and function with the contracted program.
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	

## EXHIBIT E - METHOD OF PERFORMANCE

*The offeror should complete the following with information regarding the offeror's proposed method of performance.*

1. Describe how evidence-based practices will be incorporated into the treatment program.

## EXHIBIT E - METHOD OF PERFORMANCE

2. Describe plans for comprehensive, individualized substance abuse treatment for the offender population.



## EXHIBIT E - METHOD OF PERFORMANCE

3. Describe how unique cultural and linguistic needs within the service delivery area will be met.

## EXHIBIT E - METHOD OF PERFORMANCE

4. Describe the proposed program location(s) and how the locations will afford access to a broad range of community resources.

## EXHIBIT E - METHOD OF PERFORMANCE

5. Outline the operational plan that identifies dates of implementation and completion, and procedures for monitoring implementation progress to meet the required start dates.

## EXHIBIT E - METHOD OF PERFORMANCE

6. Identify the proposed hours of operation and how working clients and families will be accommodated.

## EXHIBIT E - METHOD OF PERFORMANCE

7. Describe how the contractor will provide services for offenders residing in the remote rural locations of the service area.

## EXHIBIT S - Offeror Site Identification

*(Complete this Exhibit for each location the offeror proposes to utilize in the delivery of services)*

OFFEROR:		SITE NAME OR PROGRAM TITLE (IF ANY)		
STREET ADDRESS:	CITY:	STATE:	ZIP CODE:	COUNTY:
CONTACT PERSON:		PHONE:	FAX:	
IDENTIFY SPECIFIC SERVICES TO BE PROVIDED AT THIS LOCATION:				
IS THIS SITE ALREADY CERTIFIED TO PROVIDE THE SPECIFIED SERVICES? YES ____ NO ____	IF YES, PROVIDE ADA CERTIFICATE NUMBERS:		IF NO, IS THE SITE CURRENTLY ZONED TO ALLOW THE REQUIRED SERVICES TO BE PROVIDED? YES ____ NO ____ NA ____	
DESCRIBE THE LOCATION/FACILITY. INCLUDE INFORMATION REGARDING THE PHYSICAL PLANT, ACCESS TO PUBLIC TRANSPORTATION, PROXIMITY TO ANCILLARY TREATMENT PROVIDERS AND OTHER COMMUNITY RECOVERY RESOURCES.				

**STATE OF MISSOURI  
DEPARTMENT OF MENTAL HEALTH**

**Terms and Conditions of a Request for Proposal (POS 3)**

This document consists of those terms, conditions and procedures applicable to the solicitation and evaluation of proposals and the award of a contract resulting from the issuance of a Request for Proposal by the Department of Mental Health of the State of Missouri.

**Terminology of a Request for Proposal**

Whenever the following words and expressions appear in a Request for Proposal document or any amendment, exhibit or attachment thereto, the definition or meaning described below shall apply.

- A. Agency means the statutory unit of state government in the State of Missouri for which the service, supplies and/or equipment is being purchased by the Department of Mental Health.
- B. The word buyer means the procurement staff member of the Department of Mental Health identified on the front page of the RFP.
- C. The word contractor means the person or organization that enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money.
- D. The word may means that a certain act is permissive, but not required.
- E. The word must means that the performance of a certain act is a mandatory condition and that there is no choice but to perform the action exactly as described.
- F. Offeror means the person or organization that responds to an RFP with a proposal and prices to provide the service, supplies or equipment as required in the RFP document.
- G. Proposal Close Date and Time and similar expressions mean the exact deadline required by the RFP for the physical receipt of proposals by the Department of Mental Health in its offices.
- H. A Request for Proposal or RFP means those procurement documents issued by the Department of Mental Health to potential offerors for the purchase of services, supplies and/or equipment as described in the document. The definition includes all attachments, exhibits and/or amendments thereto.
- I. The word shall is an auxiliary verb utilized in the imperative mood and has the same meaning as the word must.
- J. The word should means that there is a strong expectation that a certain act will be performed without a mandatory obligation to perform such an act.
- K. The word will is an auxiliary verb denoting future tense only.

**Request for Proposal Equity**

- A. It is the intent and purpose of the Department of Mental Health that the Request for Proposal permits free and open competition. However, it shall be the offeror's responsibility to advise the Department of Mental Health if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Department of Mental Health at least ten workdays prior to the proposal close date and time. The offeror may submit a notification after the elapse of this period provided sufficient time is permitted for a thorough review by the Department of Mental Health. A review of the notification will be made by the Department of Mental Health and its decisions shall be final.
- B. Offerors should be aware that the Department of Mental Health constantly monitors each and all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors or any other anti-competitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation will definitely be referred to the Missouri Attorney General's Office for appropriate action.

**The Request for Proposal Document**

- A. The Request for Proposal contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (service requirements) and related contractual requirements which the offeror must comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which must be observed and satisfied by the offeror when submitting a proposal for consideration.

- B. Offerors are strongly encouraged to read the RFP carefully.
- C. The Request for Proposal is mailed to persons and organizations at the address currently on file with the Department of Mental Health. If any portion of the address is incorrect, the offeror must notify the buyer upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

#### **Amendments to a Request for Proposal**

- A. The Department of Mental Health reserves the right to officially modify (or cancel) a Request for Proposal after issuance. Such a modification will be identified as an amendment.
- B. Unless otherwise stated in the amendment form itself, the offeror must sign and return any amendment with his or her sealed proposal no later than the official proposal close date and time as acceptance of the conditions stated therein. However, the sealed submission of the last amendment only will constitute the submission and acceptance of all previous amendments.
- C. Verbal messages shall not be permitted or considered as an acceptance of an amendment.

#### **Questions by Offerors**

- A. Any question related to an RFP must be directed to the buyer in the Department of Mental Health whose name appears on Form DMH 8229. The offeror shall not contact nor ask questions of the state facility for which the requirement is being procured. Questions should be submitted in writing when time permits. The buyer may require any and all questions to be submitted in writing at his or her sole discretion. Any correspondence related to an RFP should refer to the appropriate RFP number, page, paragraph number, etc. However, do not place the RFP number on the outside of the envelope containing questions since such an envelope will be identified as a sealed proposal and will not be opened until after the official close date and time.
- B. Questions will also be permitted at Pre-Proposal Conferences when scheduled. If scheduled, the RFP will contain the date, time and location of the Pre-Proposal Conference. Offerors shall attend at their own expense. The offeror should bring a copy of the RFP since it will serve as the agenda. Since impromptu questions may be asked and spontaneous answers may be given, the only official position of the Department of Mental Health shall be the position or answer issued to offerors in writing. Transcripts are not normally made nor issued to offerors.

#### **Proposal Security Deposits**

- A. If a proposal security deposit is required, the requirement shall be stated in the RFP documents. At the time that the proposal is submitted, the offeror must furnish the security depository in a form of a bond, certified check, cash or bank draft in the amount required, made payable to the State of Missouri. The security deposit should be attached to the proposal and included within the sealed envelope or container. No personal or company checks are acceptable. The security deposit must guarantee that the offeror will accept a contract or purchase order in accordance with the requirements of the RFP as requested. Failure to accept a contract or purchase order will cause the amount of the security deposit to be surrendered to the State of Missouri.
- B. The security deposits of unsuccessful offerors will be returned only after the contract award is made. If a performance bond is required, the successful offeror's security deposit will be held until an appropriate performance bond, in the amount stated in the contract, is received by the Department of Mental Health. Failure to submit a performance bond as specified shall result in the forfeiture of the security deposit.

#### **Submission of Proposals by Offerors**

- A. A proposal submitted by an offeror must (1) be signed by the offeror on the Department of Mental Health's RFP Form DMH 8229, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the address specified in the RFP and be officially time stamped no later than the date and time indicated on Form DMH 8229.
- B. The offeror should clearly mark and identify their sealed envelope or container as containing a RFP.

#### **Modifications to an Offeror's Proposal**

- A. An offeror's proposal may be modified or withdrawn by written, sealed notice prior to the official closing date and time specified in the RFP. A proposal may also be withdrawn or modified in person by the offeror or his authorized representative, provided proper identification is presented before the official closing date and time. Verbal requests to withdraw or modify a proposal will not be considered.
- B. After the official closing date and time, no change in proposal prices or other provisions of the proposal shall be permitted except as specified in the RFP.



### **Proposal Opening**

- A. After the expiration of the official proposal close date and time, proposals will be opened. The offerors and the public are invited, but not required to attend the formal opening of proposals. No decisions related to an award of a contract shall be made at the opening.
- B. The Department of Mental Health employees shall not quote prices after an opening via a telephone request.

### **Late Proposals**

- A. Any proposal received by the Department of Mental Health after the exact proposal closing date and time shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- B. It is the sole responsibility of the offeror to ensure that her or his sealed proposal is physically received and officially time stamped by the Department's Contracts Unit no later than the official proposal close date and time. Late proposals shall be returned to offerors, unopened.

### **Criteria for Award**

- A. The award of a contract or purchase order resulting from a Request for Proposal shall be based on the lowest and/or best proposal received in accordance with the evaluation criteria as published in the Request for Proposal document. The comparative evaluation of the strengths and weaknesses of proposals, in relationship to the published evaluation criteria, shall be made by using subjective judgment after determining that a proposal satisfies the requirements stated in the Request for Proposal.
- B. When the RFP solicits a price for a specific unit of measure, the Department of Mental Health shall assume that a unit price is correct, as documented on the RFP's Pricing Page, regardless of any discrepancies contained in the offeror's proposal.
- C. In the evaluation of proposals, the Department of Mental Health reserves the right, in the best interest of the State of Missouri, to reject any and all proposals and to waive any minor informality or irregularity in the proposals offered. The Department of Mental Health also reserves the right to make no awards, multiple awards or partial awards.

### **Public Notice of Awards**

- A. Evaluation results may not be mailed to all offerors due to the tremendous manpower effort and monetary expense involved. For the same reason, telephone requests for results are discouraged.
- B. Offerors are permitted to review competitors' proposals and evaluation documents only after the contract award is final. Requests for such a review must be made in writing to the Department and in accordance with State and Department statutes and regulations.

### **Performance Bonds**

- A. If required, as a condition for the award of a contract, the amount of a performance bond shall be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company authorized to do business in the State of Missouri, or secured with a certified check, cash or cashier's check. No personal or company checks are acceptable.
- B. Offerors are strongly encouraged to ensure that a performance bond is obtainable prior to the submission of a proposal.

### **Facsimile & Telegram Documents**

- A. All responses to RFPs and amendments to RFPs, including "no bid" responses and requests to modify a bid, must be delivered to the address specified in the RFP in a sealed envelop or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed bids containing faxed pages are acceptable. In addition, sealed requests to withdraw bids may be submitted by facsimile or telegram but must be received by the Department's Contracts Unit prior to the official closing date and time specified.